

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA
THIRD DIVISION

U.S. Bank National Association, d/b/a,
U.S. Bank Equipment Finance,

Civil Action No.: 0:12-cv-02988-JRT-TNL

Plaintiff,

v.

ANSWER

Mann, Berens & Wisner, LLP, an
Arizona limited liability partnership,

Defendant.

Defendant Mann, Berens & Wisner, LLP, an Arizona limited liability partnership, (“MBW”), states as follows for its Answer to the Complaint of Plaintiff U.S. Bank National Association, d/b/a U.S. Bank Equipment Finance (“the Bank”).

1. MBW denies each and every allegation in the Complaint unless specifically admitted herein.

2. MBW lacks sufficient information to admit or deny paragraph 1 and, therefore, denies paragraph 1.

3. Admits the allegations of Paragraph 2 but affirmatively states that MBW is in the process of dissolution.

4. As to paragraphs 3, 6 and 8, states that the terms of any alleged contract between MBW and the Bank speak for themselves and that, to the extent that the allegations of paragraphs 3, 6 and 8 vary from the terms of any alleged contract between

MBW and the Bank, MBW denies such allegations. MBW further states that to the extent that paragraphs 3, 6 and 8 seek a legal conclusion, no response is necessary.

5. Admits the allegations of paragraph 4.

6. As to paragraph 5, MBW denies that the Bank is entitled to all of the relief it demands in paragraph 5.

7. As to paragraph 7, MBW admits that it has not paid in response to the Bank's demand but denies that the Bank is entitled to the amount it has demanded.

AFFIRMATIVE DEFENSES

8. The Bank's Complaint fails to state a claim against MBW upon which relief may be granted.

9. Any claims by the Bank against MBW are barred by the Bank's bad faith and inequitable conduct and the doctrines of waiver, estoppel and unclean hands.

10. The Bank has failed to mitigate its damages.

11. The Bank has failed to offset its claimed damages by the monetary amounts that the Bank has received through its rental of the photocopiers formerly rented by MBW.

WHEREFORE, MBW respectfully requests judgment of this Court as follows:

1. Dismissing the Bank's claims in their entirety;
2. Awarding MBW its costs, disbursements and attorney's fees, as allowed by statute or contract; and
3. Awarding MBW such other relief as the Court deems just and equitable.

HAMMARGREN & MEYER, P.A.

Dated: November 30, 2012.

By: s/ Jason C. Tarasek
Thomas J. Vollbrecht (#17886X)
Jason C. Tarasek (#342592)
3500 American Blvd. W., Suite 450
Bloomington, MN 55431
Tel: (952) 844-9033

***ATTORNEYS FOR DEFENDANT
MANN, BERENS & WISNER, LLP***